

AN ORDINANCE 2010-05-13-0428

**AMENDING THE FEBRUARY 2009 COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, THE SAN ANTONIO RIVER
AUTHORITY (SARA), AND BEXAR COUNTY FOR THE COMPLETION
OF THE SAN ANTONIO RIVER IMPROVEMENTS PROJECT (SARIP).**

* * * * *

WHEREAS, for the past several years the City of San Antonio and Bexar County have been working with the San Antonio River Authority (SARA) and the U.S. Army Corps of Engineers (USACE) on the San Antonio River Improvements Project (SARIP) which encompasses the restoration, improvement and enhancement of 13 miles along the San Antonio River, stretching from Hildebrand Avenue to Mission Espada; and

WHEREAS, the sources of funding include the City, Bexar County, the San Antonio River Foundation and the USACE for flood control, amenities, ecosystem restoration and recreational improvements to the San Antonio River, both north and south of downtown San Antonio; and

WHEREAS, through community support, a concept design was developed which will ultimately make improvements to thirteen miles of the San Antonio River which will include an attractive parkway linking neighborhoods and improving the quality of life for the citizens of San Antonio and visitors while maintaining flood control capacity; and

WHEREAS, the project includes three reaches: Museum Reach, Downtown Reach, and Mission Reach; and

WHEREAS, the Museum Reach is divided into two segments; and

WHEREAS, the Museum Reach Urban was completed in May 2009; and

WHEREAS, the Museum Reach Park segment extends from Josephine to Hildebrand and is currently in the design stage; and

WHEREAS, the Mission Reach has four phases; and

WHEREAS, phase 1 is currently under construction and is scheduled for completion in spring 2010; and

WHEREAS, the ground breaking for Phase 2A was on February 13, 2010 and the project will be completed in late spring 2011; and

WHEREAS, the entire project is scheduled for completion in 2014; and

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WHEREAS, the February 2009 Cooperative Agreement between the City of San Antonio, SARA, and Bexar County for the completion of the SARIP provided for the final design, construction, funding, master planning, project management, permitting, rights-of-way acquisition and construction management of the SARIP; and

WHEREAS, the cooperative agreement addressed the revised funding resulting from the 2008 Visitor Tax election; and

WHEREAS, this amendment increases Bexar County's financial contribution to the SARIP from \$114,628,299.00 to \$146,939,446.00; and

WHEREAS, the increase in their contribution is necessary to fund the shortfall resulting from the most recent United States Army Corps of Engineers cost estimate; and

WHEREAS, this amendment also commits an additional \$93,748,691.00 of Bexar County Flood and Visitor Tax funding which is available to advance the federal share of the project in order to keep the project on optimum schedule; and

WHEREAS, the San Antonio River Authority will seek reimbursement from the federal government for any county funding advanced to meet the federal funding commitment on the project; and

WHEREAS, the City of San Antonio's funding commitment to the project does not change and remains at \$76,759,438 (a combination of Certificates of Obligation and Bond dollars); and

WHEREAS, finally, the amendment modifies the San Antonio River Authority's Project Management role to administer all future Mission Reach construction and design contracts required to maintain the project schedule within the terms of their agreement with the US Army Corps of Engineers; and

WHEREAS, this modification will assist the local partner's efforts in keeping the project on time and on budget and increases the accountability to the local partners; and

WHEREAS, upon completion of this project, SARA will also maintain this section of the river;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute an amendment to the February 2009 Cooperative Agreement between the City of San Antonio, the San Antonio River Authority (SARA), and Bexar County for the completion of the San Antonio River Improvements Project (SARIP). A copy of the amendment is attached hereto and incorporated herein for all purposes as **Attachment I**.

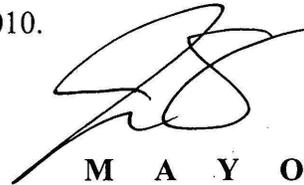
SECTION 2. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City

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Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

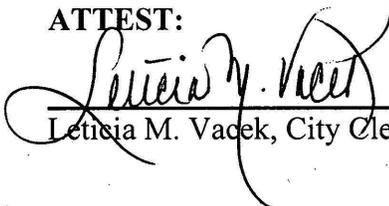
SECTION 3. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 13th day of May, 2010.



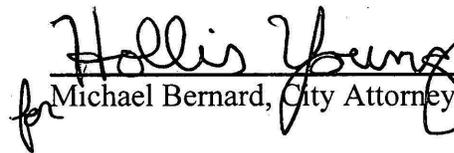
M A Y O R
Julián Castro

ATTEST:

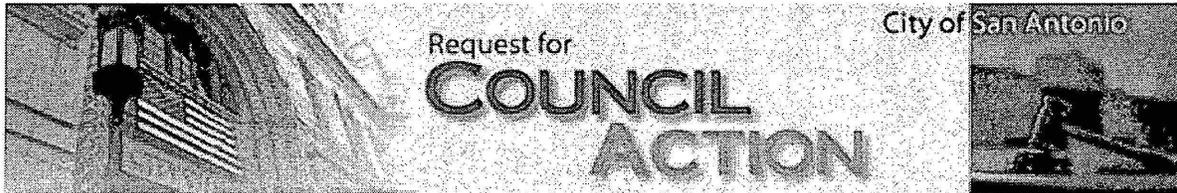


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Agenda Voting Results - 29

Name:	10, 11, 14, 16, 17, 20, 21, 22, 23, 24, 25, 26A, 26B, 26C, 26D, 26E, 26G, 29, 31, 32, 33, 34, 35, 37
Date:	05/13/2010
Time:	02:35:58 PM
Vote Type:	Motion to Approve
Description:	An Ordinance amending the February 2009 Cooperative Agreement between the City of San Antonio, SARA, and Bexar County for the completion of the San Antonio River Improvements Project (SARIP). [Pat DiGiovanni, Deputy City Manager / Interim Director, Center City Development]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7	x					
W. Reed Williams	District 8	x					
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO, TEXAS,
BEXAR COUNTY, TEXAS, AND THE SAN
ANTONIO RIVER AUTHORITY TO
COMPLETE THE SAN ANTONIO RIVER
IMPROVEMENTS PROJECT.**

This Cooperative Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as “CITY”), the San Antonio River Authority, a conservation and reclamation district (hereinafter referred to as “RIVER AUTHORITY”), and Bexar County, Texas (hereinafter referred to as “COUNTY”), all of which may also be referred to herein individually as a “PARTY” or collectively as the “PARTIES”.

WHEREAS, CITY and RIVER AUTHORITY entered into a Memorandum of Understanding dated September 30, 2004 through Ordinance #99826 for the performance of project management responsibilities on the San Antonio River Improvements Project, (the “PROJECT”) and to authorize the final design and construction of the Museum Reach and Mission Reach of the PROJECT,

WHEREAS COUNTY and RIVER AUTHORITY entered into the 1999 Amendatory Contract, (the “1999 Amendatory Contract”) to authorize the use of the flood control tax imposed by COUNTY to fund various flood control projects, including the PROJECT and may amend the contract as needed or enter into subsequent agreements to support the implementation of the PROJECT ; and

WHEREAS, the PARTIES have agreed to cooperate in the management, funding, and construction of the PROJECT in the City of San Antonio, Texas and Bexar County, Texas; and

WHEREAS, the PARTIES entered into an interlocal agreement dated December 5, 2006 “ 2006 Agreement” to complete the PROJECT and now desire to incorporate through this Cooperative Agreement terms and conditions of the 2006 Agreement with expanded terms and conditions relating to the COUNTY’s additional funding commitment which was derived from a special election called by the COUNTY pursuant to Texas Local Government Code Sections 334.103 and 334.252, held on May 10, 2008, which calls for the issuance and sale of bonds to support the PROJECT (the “Visitor Tax”); and

WHEREAS, CITY, COUNTY and RIVER AUTHORITY executed a Memorandum of Understanding dated April 10, 2007 to complement the 2006 Agreement and increase the CITY’s funding capacity for capital investment in the PROJECT and recognize RIVER AUTHORITY’s investment in operations and maintenance associated with the PROJECT; and

WHEREAS, CITY and RIVER AUTHORITY have entered into a separate interlocal agreement to define the roles and responsibilities for the operation and maintenance of completed Museum Reach Urban Segment, Eagleland, and Mission Reach sections of the PROJECT; and

WHEREAS, the Parties agree to consolidate the terms and conditions of the 2006 Agreement, the Memorandum of Understanding dated April 10, 2007 and the Cooperative Agreement dated February 20, 2009 in to this Cooperative Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the undersigned PARTIES agree to the terms and conditions outlined below.

I. PURPOSE

This Cooperative Agreement between the PARTIES provides for the final design, construction, funding, master planning, project management, permitting, rights-of-way acquisition and construction management of the PROJECT, according to the terms and conditions detailed below. CITY and COUNTY funding for the PROJECT will be combined with funding from the U.S. Army Corps of Engineers, hereinafter referred to as "USACE," and other funding sources to accomplish the PROJECT.

II. AUTHORITY

The PARTIES are authorized to make this Cooperative Agreement which is intended to increase the efficiency and effectiveness of the Parties in completing the PROJECT.

III. SCOPE OF THE PROJECT

The geographical limits of the PROJECT are shown on the map attached as Exhibit "A", and include the Museum Reach, comprised of two (2) segments 1) the Urban Segment extending along the San Antonio River from Lexington Avenue to Josephine Street; 2) the Park Segment extending north from Josephine Street through and adjacent to Brackenridge Park to Hildebrand Avenue; and the Mission Reach, extending along the San Antonio River from Lone Star Avenue to approximately 4,000 feet south of Loop 410 South; and the Eagleland Reach from Guenther Street south to Lone Star Avenue. The PROJECT encompasses all components of approved improvements funded wholly or in part by the CITY, COUNTY, RIVER AUTHORITY, USACE, or others as described in the Project Description attached as Exhibit B and implemented through the roles and responsibilities as defined in Article IV.

CITY funding on the PROJECT will support the final design and construction of amenities and upgrades, hike and bike trails, recreational features, landscaping, selected environmental restoration, river barge navigation, elements of a lock and dam system at Brooklyn Street and other improvements which support river barge navigation and river maintenance. CITY funding has also supported the completion of "Currents and Eddies: City of San Antonio San Antonio River Improvement Project Art Master Plan – 30 Year Vision" ("Art Master Plan") dated May 8, 2006 and prepared in conjunction with the CITY's Design Enhancement Manager, COUNTY, RIVER AUTHORITY and the San Antonio River Oversight Committee (the "SAROC"). COUNTY flood control funding will support the final design and construction of the flood control, environmental restoration and channel stabilization components of the PROJECT. COUNTY Visitor Tax funding will support defined betterments and enhancements, as described by project reach in the Project Description, being Exhibit B, and fund potential shortfalls in the federal funding requirement to support the completion of the Mission Reach. The approved narrative of the Visitor Tax funding for the PROJECT is described in the attached Exhibit "C".

All components of the PROJECT shall be consistent with the Design Guidelines dated April 2001 and further defined in preliminary design documents for the PROJECT as approved by the PARTIES and the Visitor Tax funded components endorsed by the SAROC. The preliminary design documents approved by CITY and COUNTY may be altered, added to or deleted during the final design and construction phases based upon the availability of funding from CITY, COUNTY and other funding sources, site conditions, response to requests by the SAROC, and/or other conditions that may arise during the development of the PROJECT.

The design documents for the Mission Reach are prepared by the USACE with input from the PARTIES and the SAROC and based upon the "San Antonio River, San Antonio Texas Channel Improvement Project Ecosystem Restoration and Recreation General Reevaluation Report and Integrated Environmental Assessment" prepared by the USACE and dated September 28, 2004. The Eagleland segment of the PROJECT includes channel restoration, a riverwalk link, pedestrian access and amenities, which are described in the attached Exhibit "D".

IV. ROLES AND RESPONSIBILITIES FOR THE PROJECT

A. EXECUTIVE COMMITTEE:

An Executive Committee comprised of the CITY Manager, RIVER AUTHORITY General Manager, and COUNTY Director of Infrastructure Services will provide executive management oversight of the PROJECT. The Executive Committee will meet approximately monthly. RIVER AUTHORITY will schedule, coordinate, draft and distribute the agenda and conduct the Executive Committee meetings. The monthly Executive Committee meetings will include a project update by the RIVER AUTHORITY General Manager and policy items for discussion and direction.

B. CITY'S RESPONSIBILITY:

- (1) CITY will provide timely direction to RIVER AUTHORITY on decisions requiring action by the CITY relating to modifications to the project budget, the project schedule and project designs.
- (2) CITY identifies the City Manager, or designee, as the CITY's contact for the PROJECT.

- (3) CITY directs contracted project management consultants for the Museum Reach-Urban Segment and ensures the consultant's participation and representation at the Executive Committee meetings.
- (4) CITY will provide all necessary flood plain development and local permits for the PROJECT.
- (5) CITY shall serve as project administrator and manager for those aspects of the Eagleland segment as described as CITY projects in Exhibit "D".
- (6) Through its operation of the tunnel inlet at Josephine Street, CITY will divert river flow above Josephine Street to the maximum extent possible into the tunnel inlet at Josephine Street to allow for the construction of the Museum Reach portion of the PROJECT.
- (7) CITY supports the need to establish a management plan to determine the quantity and quality of water from all sources within the CITY's purview within Bexar County to be allocated to the San Antonio River and its tributaries to support the operation and sustainability of the PROJECT and to flow downstream to support environmental flow needs of the San Antonio River and its ecosystem. CITY will work with RIVER AUTHORITY to develop the management plan including facilitating discussions between San Antonio Water System and CPS Energy to create the management plan. CITY will continue to coordinate and consult with RIVER AUTHORITY on programs and activities affecting water quality in the San Antonio River and its tributaries and recognize RIVER AUTHORITY's role and capabilities in water quality sampling, testing, monitoring, analysis and reporting on the San Antonio River and its tributaries.

- (8) CITY shall provide timely review and approval of design and construction documents for the PROJECT, which shall not unreasonably be withheld.
- (9) CITY shall coordinate the implementation of the Art Master Plan for the PROJECT including the administration of the process to secure approval of the installation of public art pieces within the limits of the PROJECT.
- (10) CITY will participate in PROJECT meetings as needed.
- (11) CITY shall pay RIVER AUTHORITY a portion of the PROJECT costs as provided herein.
- (12) CITY shall adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.
- (13) CITY will consent to RIVER AUTHORITY's inundation of an area of City property within the Museum Reach of the Project upstream of the proposed lock/dam system at Brooklyn Street to support river barge navigation.
- (14) CITY Parks and Recreation Department shall be responsible for maintenance of the fence required as part of the Mitigation Plan for the Museum Reach in accordance with Section IX of this Cooperative Agreement. The CITY through its PROJECT funds will pay for the initial installation of the fencing.

C. COUNTY'S RESPONSIBILITIES:

- (1) COUNTY will provide timely direction to RIVER AUTHORITY on decisions requiring action by COUNTY relating to modifications to project budget, project schedule and project designs.

- (2) COUNTY identifies the Executive Director of Infrastructure Services, or designee, as project contact for the PROJECT.
- (3) COUNTY authorizes the SAROC to provide citizen oversight in an advisory capacity of the Visitor Tax funded improvements made within the PROJECT limits.
- (4) COUNTY shall adhere to PROJECT commitments in accordance with the terms and conditions of the 1999 Amendatory Contract between COUNTY and RIVER AUTHORITY (the "1999 Amendatory Contract") including all amendments and subsequent agreements entered into with RIVER AUTHORITY to support the implementation of the PROJECT. In the event of a conflict between the terms of the 1999 Amendatory Contract, as amended, and this Cooperative Agreement, the terms of this Cooperative Agreement shall govern.
- (5) COUNTY shall provide timely review and approval of design and construction documents for the PROJECT, which shall not unreasonably be withheld. COUNTY Director of Infrastructure Services and Director of Community Venues Program must review and approve changes in PROJECT scope and/or modifications to design.
- (6) COUNTY shall participate in PROJECT meetings as needed.
- (7) COUNTY will fund a portion of the PROJECT costs in accordance with the terms and conditions of the 1999 Amendatory Contract, as may be modified herein.

- (8) COUNTY will adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.

D. RIVER AUTHORITY'S RESPONSIBILITY:

- (1) RIVER AUTHORITY serves as project manager and administrator of the PROJECT and is responsible and accountable to the PARTIES to ensure quality design, construction and execution of the PROJECT within available funding to support the PROJECT.
- (2) RIVER AUTHORITY shall execute and administer all future Mission Reach construction and design contracts required to maintain the PROJECT schedule within the terms of their agreement with the USACE.
- (3) RIVER AUTHORITY serves as project manager and administrator of the Gate 6 Replacement Project and is responsible and accountable to the PARTIES to ensure quality design, construction and execution within available funding.
- (4) RIVER AUTHORITY shall serve as project administrator for those aspects of the Eagleland segment as described as RIVER AUTHORITY projects in Exhibit "D".
- (5) RIVER AUTHORITY shall submit all design and construction documents to CITY and COUNTY for review and approval prior to implementation, which shall not unreasonably be withheld.
- (6) RIVER AUTHORITY shall present design scope for approval to the San Antonio City Council and the Bexar County Commissioners Court when seeking funding authorization to proceed with design.

- (7) RIVER AUTHORITY shall present final design concepts for approval to the San Antonio City Council and the Bexar County Commissioners Court when seeking funding authorization to proceed to construction.
- (8) On or before July 1st of each year during the term of this Cooperative Agreement, RIVER AUTHORITY shall prepare and submit for approval to COUNTY and CITY a work program for the succeeding fiscal year setting forth the projected annual costs including design, construction, right-of-way acquisition, known environmental remediation, equipping, furnishing, and project management and construction administration of the PROJECT. Once approved by the respective governing bodies, the work program shall act as a capital budget for the Parties for purposes of determining COUNTY's and CITY's annual financial commitment. The work program shall be in sufficient detail with regard to the work to be performed and the services to be provided that COUNTY and CITY can use the work plan during the subject fiscal year as a monitoring tool to determine the status of the PROJECT. COUNTY has presented to RIVER AUTHORITY its projected schedule for the issuance of bonds to meet a project total of \$239,624,140.00. RIVER AUTHORITY has agreed to stay within the bond issuance amounts when developing its annual work plan to be presented to COUNTY.
- (9) Upon approval by COUNTY of the annual work plan and cash flow through the annual budget process, the work and associated funding requirement will be considered authorization by RIVER AUTHORITY to proceed with the scheduled activity in accordance with the approval process described in Article V. B. RIVER AUTHORITY will not enter into any contractual commitment for

services or construction requiring COUNTY funding without written commitment from COUNTY that required funding is available to meet the COUNTY's entire funding portion of the contract .

(10) RIVER AUTHORITY shall manage and deliver the PROJECT within authorized funding levels established in the annual work program and within COUNTY's and CITY's total funding commitment set out in this Cooperative Agreement.

(11) RIVER AUTHORITY shall ensure that the construction cost of the PROJECT is within budget for the construction phase before proceeding into such phase.

(12) The design and construction documents will be prepared to allow value engineering of the PROJECT and shall be prepared to allow for additive alternatives based upon funds available from all funding sources for the PROJECT.

(13) If construction cost estimates and/or construction bids exceed the PROJECT budget, RIVER AUTHORITY shall engage CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, in a value engineering review of the design and construction documents.

(14) RIVER AUTHORITY shall adhere to CITY's adopted public art review and approval process including, but not limited to, public coordination of artist selection, design review and art placement for the PROJECT.

(15) RIVER AUTHORITY shall provide not less than monthly status reports on the PROJECT to the Executive Committee throughout the duration of the PROJECT. The format for the monthly status reports shall be mutually agreed to by the PARTIES.

- (16) RIVER AUTHORITY shall allow approved CITY and COUNTY staff, representatives and designated consultants access to the PROJECT during construction to ensure conformance of construction with the approved plans and specifications, permits and easements.
- (17) RIVER AUTHORITY shall provide PROJECT presentations as requested by CITY's Manager and COUNTY's Executive Director of Infrastructure Services. RIVER AUTHORITY's designee shall remain available throughout design and construction of the PROJECT to attend City Council meetings and Commissioners Court meetings as necessary for briefings.
- (18) RIVER AUTHORITY shall acquire all necessary rights-of-way and easements for the PROJECT.
- (19) RIVER AUTHORITY shall be responsible for the installation and operation of the by-pass pump system during the construction of the Museum Reach portion of the PROJECT.
- (20) RIVER AUTHORITY shall serve as local sponsor with the USACE. RIVER AUTHORITY shall coordinate all aspects of the implementation of the PROJECT involving the USACE and consultants under contract with the USACE and in accordance with the terms and conditions of the "Project Cooperation Agreement between the Department of the Army and the San Antonio River Authority for the Construction of the Mission Reach Ecosystem Restoration and Recreation Project" dated August 24, 2006, and all subsequent amendments to said agreement.

- (21) RIVER AUTHORITY shall prepare annually material to seek Congressional support of USACE funding capability necessary to keep the PROJECT on its optimal schedule. RIVER AUTHORITY shall share this material for use by CITY and COUNTY.
- (22) RIVER AUTHORITY shall acquire all required state and federal permits for the PROJECT including permits required by the Texas Department of Licensing and Regulation, the Texas Commission on Environmental Quality, the USACE and those associated with the Texas Accessibility Standards.
- (23) RIVER AUTHORITY shall coordinate appropriate involvement of the San Antonio River Committee of Six, the Executive Committee, SAROC, and other PROJECT stakeholders to facilitate the effective implementation of the PROJECT. RIVER AUTHORITY shall coordinate all meetings of the San Antonio River Committee of Six, the Executive Committee, SAROC, and other meetings as appropriate in a coordinated effort with CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, and COUNTY's Director of Community Venues Program Office, or designee, in advance of the date, time, location and agenda for all meetings.
- (24) RIVER AUTHORITY shall adhere to all applicable law relative to the PROJECT including CITY ordinances relating to design and construction within the River Improvement Overlay.
- (25) RIVER AUTHORITY shall adhere to PROJECT commitments in accordance with the terms and conditions of the 1999 Amendatory Contract including all

amendments and subsequent agreements entered into with the COUNTY to support the implementation of the PROJECT.

V. FUNDING

The PARTIES agree to work together to develop detailed budgets, cash flow projections and financing to support the successful completion of each segment of the PROJECT. The PARTIES recognize that they have previously committed funds under the Agreement that can be used to fund the PROJECT. The PARTIES also agree to collaborate on efforts to secure federal support for the annual appropriations necessary to support the USACE funding requirements on the PROJECT.

A. CITY FUNDING:

- (1) CITY funding on the PROJECT supports the final design and construction of amenities and upgrades, hike and bike trails, recreational features, landscaping, selected environmental restoration, river barge navigation elements of a lock and dam system at Brooklyn Street and other improvements which support river barge navigation and river maintenance.
- (2) CITY funding shall also support the oversight regarding adherence to the Art Master Plan and CITY's public art approval process.
- (3) \$76,759,438 is the total CITY budget commitment to the PROJECT as set forth in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "E". CITY funding commitments by PROJECT reach are set forth in the PROJECT Funds Committed by Reach attached at Exhibit "F".
- (4) Construction funding in the estimated amount of \$1,000,000 is required for RIVER AUTHORITY to spend from the PROJECT budget allocated for the

construction phase to fund costs associated with the installation and operation of the by-pass pump system to support construction in the Museum Reach.

- (5) CITY shall appropriate funds annually in amounts sufficient to meet the CITY's payment requirement in accordance with Section VI of this Cooperative Agreement.
- (6) RIVER AUTHORITY and CITY reserve the right to modify the allocation of funding set out in this section and in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "E" and the PROJECT Funds Committed by Reach attached at Exhibit "F" to respond to changes in the PROJECT scope and funding available to support the PROJECT.
- (7) CITY is entitled to review and approve of all expenditures for contingencies, changes in design and additional costs associated with changes in design or changed conditions encountered during construction of the PROJECT, which shall not unreasonably be withheld.

B. COUNTY FUNDING:

- (1) In accordance with the terms of the 1999 Amendatory Contract including all amendments and subsequent agreements, COUNTY funding for the PROJECT will support the final design and construction of flood control, environmental restoration and channel stabilization components of the PROJECT.
- (2) COUNTY Visitor Tax and Flood Tax funding will support defined betterments and enhancements and fund potential shortfalls in the federal funding requirement to support the completion of the Mission Reach on an optimal

schedule. The narrative of items for inclusion in the Visitor Tax funding for the PROJECT is described in Exhibit "C".

- (3) COUNTY and RIVER AUTHORITY may amend the existing 1999 Amendatory Contract or enter into a subsequent agreement prior to RIVER AUTHORITY's award of a construction contract to establish the funding and payment terms for the PROJECT. COUNTY may issue debt or otherwise finance COUNTY's portion of the remaining design and construction phases of the PROJECT.
- (4) \$145,839,446 is the total COUNTY PROJECT budget as set forth in PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "E". COUNTY funding commitments by PROJECT reach are set forth in the PROJECT Funds Committed by Reach attached at Exhibit "F". \$93,784,694 is the total additional COUNTY PROJECT budget set forth in Exhibit "E" to establish the additional funding capacity to advance federal funding shortfalls.
- (5) Construction funding in the estimated amount of \$500,000 is authorized for RIVER AUTHORITY to spend from the PROJECT budget allocated for the construction phase to fund costs associated with the installation and operation of the by-pass pump system to support construction in the Museum Reach.
- (6) COUNTY's written approval of the final design documents for each construction phase of the PROJECT is required prior to commencement of construction of each phase of the PROJECT by RIVER AUTHORITY. COUNTY's review and subsequent written approval or disapproval of the final design documents for each construction phase of the PROJECT shall occur within thirty (30) days of receipt of the final design documents by COUNTY's Executive Director of Infrastructure Services. COUNTY's written approval of the final design

documents for each construction phase of the PROJECT is authorization for COUNTY funding of that construction phase and COUNTY's commitment for funding of that construction phase.

- (7) COUNTY's written approval of the annual work plan is COUNTY's authorization for funding of the design and professional services for each phase of the PROJECT in the annual work plan and COUNTY's commitment to fund the design and professional services for each phase of the PROJECT in the annual work plan.
- (8) RIVER AUTHORITY shall seek future authorization to support the construction of the PROJECT in accordance with the terms and conditions of the 1999 Amendatory Contract including all amendments and subsequent PROJECT related agreements.
- (9) RIVER AUTHORITY and COUNTY reserve the right to mutually approve modifications to the allocation of funding set out in this section and in the PROJECT Cost Estimate and Funds Committed by Funding Source attached as Exhibit "E" and the PROJECT Funds Committed by Reach attached at Exhibit "F" to respond to changes in the PROJECT scope and funding available to support the PROJECT.
- (10) COUNTY shall review and approve all expenditures for: (i) contingencies; (ii) changes in design which result in additional costs to the total cost of a particular reach; and (iii) changed conditions encountered during construction of the PROJECT which result in additional costs to the PROJECT and/or a change in scope for the PROJECT, which approval shall not unreasonably be withheld.

(11) RIVER AUTHORITY and USACE have entered into an agreement that authorizes the advance funding of the local interest portion of the PROJECT and authorizes USACE to credit the advance payments towards the local interest portion of the PROJECT and, dependent upon federal appropriations, reimburse advance payments of the local interest portion of the PROJECT that exceed the local interest portion of the PROJECT. RIVER AUTHORITY agrees to use its best efforts to work with USACE to modify the USACE/RIVER AUTHORITY contractual procedure to allow advance funding of portions of USACE's funding obligations, provide a mechanism for RIVER AUTHORITY contracting of any remaining design and construction, and to authorize USACE to provide reimbursement for the advance funding of the federal interest portion of the PROJECT. It is the intention of the PARTIES that a modification of the payment procedure by USACE for the advance funding of its financial commitment not jeopardize future federal funding. To the extent any portion of COUNTY funding is applied to fund USACE funding requirements on the PROJECT and RIVER AUTHORITY receives cash reimbursement from the USACE for such expenditure, RIVER AUTHORITY shall disburse all such funds reimbursed on a dollar-for-dollar basis, when received, to COUNTY for use by COUNTY, and shall continue to disburse such funds received from USACE after the completion of the PROJECT to COUNTY in a manner to be determined by COUNTY. The PARTIES agree to use their best efforts to obtain funding for the PROJECT from the USACE in a minimum amount of \$70,000,000.00 and up to the full reimbursement ability of the PROJECT. RIVER AUTHORITY will notify the PARTIES if, and when, RIVER AUTHORITY becomes aware that the USACE

funding is available and the anticipated time frame for receipt by RIVER AUTHORITY of the USACE's reimbursement payments.

RIVER AUTHORITY is seeking federal legislation that would authorize advance funding of the federal interest portion of the PROJECT in a similar manner to the advance funding of the local interest portion of the PROJECT. If such federal legislation is enacted, RIVER AUTHORITY anticipates that an agreement with USACE would be reached to authorize the USACE to reimburse the advanced federal portion of the PROJECT.

(12) Prior to the disbursement of any Visitor Tax funds for construction of any portion of the PROJECT, the PARTIES shall agree to a five-year maintenance plan that demonstrates that the portion of the PROJECT to be constructed with Visitor Tax funds can be maintained.

(13) COUNTY will obtain the portion of COUNTY's funding identified as flood control funding through flood control taxes levied annually by COUNTY to pay debt service on bonds issued by COUNTY for design and construction of the flood control, environmental restoration, and channel stabilization components of the PROJECT ("Flood Control Tax"). COUNTY will obtain the portion of COUNTY's funding contribution identified as Visitor Tax funds from a combination of net proceeds of tax-exempt bonds and taxable bonds plus any earnings thereon or from a short-term vehicle rental tax and hotel occupancy tax to support defined betterments and enhancements and to fund potential shortfalls in the federal funding to support the completion of the Mission Reach. The bonds issued by COUNTY and retired through Flood Control Taxes and Visitor Tax funds shall be collectively referred to as "COUNTY BONDS".

(14) COUNTY BONDS shall have terms and provisions as determined by COUNTY in its sole discretion. COUNTY BONDS will be in such amounts and be repaid as determined by COUNTY in its sole discretion. The issuance of COUNTY BONDS will be dependent upon: (i) no material adverse change in COUNTY's bonding capacity; (ii) COUNTY's ability to sell the COUNTY BONDS funded by the Flood Control Tax and the Visitors' Tax upon terms reasonably acceptable to COUNTY; and (iii) no material increase from the date of this Cooperative Agreement in interest rates for tax-exempt or taxable bonds prior to issuance of the COUNTY BONDS.

(15) If the Flood Control Tax funds and the Visitor Tax funds are not adequate to fully fund the COUNTY's funding requirements as set out in Exhibit "D", any residual amounts owed will carry over to succeeding months (but will not accrue interest prior to the issuance of a new series of Bonds), the prorated amount to include current and residual amounts due.

(16) COUNTY's financial commitment of its portion of the RIVER AUTHORITY's project management and construction administration costs (direct costs and indirect costs) on the PROJECT utilizing Visitor Tax funds shall not exceed a maximum amount of \$1,321,586.00, based upon the current schedule and scope of work. Any portion of COUNTY's Visitor Tax funds utilized to pay shortfalls in the federal funding requirement to support the completion of the Mission Reach shall not include RIVER AUTHORITY's project management costs or construction administration costs, based upon the current schedule and scope of work. RIVER AUTHORITY shall break down its project management and

construction administration costs by direct costs and indirect costs in its monthly invoices.

- (17) COUNTY's financial commitment of its portion of RIVER AUTHORITY's project management and construction administration costs (direct costs and indirect costs) on the PROJECT utilizing Flood Control Tax funds shall not exceed a maximum amount of \$8,459,070.00, based upon the current schedule and scope of work. RIVER AUTHORITY shall break down its project management and construction administration costs by direct costs and indirect costs in its monthly invoices.

C. RIVER AUTHORITY FUNDING:

- (1) RIVER AUTHORITY agrees to fund operations and maintenance activity on completed sections of the PROJECT at an initial annual funding capability of \$1,500,000 which coincides with CITY's commitment to finance the construction of the Museum Reach.
- (2) RIVER AUTHORITY funding commitment for operations and maintenance of completed segments of the PROJECT includes all components of the PROJECT funded by CITY, COUNTY and USACE and is limited by RIVER AUTHORITY's current statutory limits on its taxing authority and existing commitments of resources to other mission specific roles and responsibilities and described in the Operations and Maintenance Agreement for the Museum Reach Urban Segment, Eagleland Segment and the Mission Reach Segment of the San Antonio River Improvements Project between CITY and RIVER AUTHORITY.

- (3) RIVER AUTHORITY will inform CITY and COUNTY when its current taxing capability becomes insufficient to meet the operations and maintenance requirements on the completed segments of the PROJECT and at such time will work with CITY and COUNTY to determine alternate funding approaches.

VI. PAYMENT

A. PAYMENT FROM CITY:

Thirty days before each quarter, beginning with the quarter that starts July 1, 2006, RIVER AUTHORITY will prepare and submit to CITY quarterly estimates of PROJECT costs in monthly amounts based on PROJECT schedule and budget estimates. CITY will make quarterly payments to RIVER AUTHORITY in advance of each quarter in the amount of the quarterly estimates prepared by RIVER AUTHORITY. RIVER AUTHORITY will prepare and submit monthly invoices of actual direct and indirect costs incurred in designing, constructing (including the by-pass pump system in the Museum Reach) and managing the PROJECT in a form and detail mutually acceptable to CITY and RIVER AUTHORITY. Subsequent quarterly advance payments will be adjusted to reflect differences in monthly estimates included in the quarterly estimates and the actual monthly costs. This quarterly advance payment provision does not abrogate CITY's authority to approve the actual monthly invoices.

B. PAYMENT FROM COUNTY:

Thirty days before each quarter, beginning with the quarter that starts January 1, 2007, RIVER AUTHORITY will prepare and submit to COUNTY quarterly estimates of PROJECT costs in monthly amounts based on PROJECT schedule and budget estimates. COUNTY will make quarterly payments to RIVER AUTHORITY in advance of each quarter in the amount of the quarterly estimates prepared by RIVER AUTHORITY.

RIVER AUTHORITY will prepare and submit monthly invoices of direct and indirect costs incurred in designing, constructing (including the by-pass pump system in the Museum Reach) and managing the PROJECT in a form and detail mutually acceptable to COUNTY and RIVER AUTHORITY. The monthly invoice forms will reflect the costs to be paid with the Flood Control Tax funds and the costs to be paid with the Visitor Tax funds. The monthly invoice shall further break out the project management costs and the construction administration actual costs (direct and indirect) to be paid from the Flood Control Tax and the Visitor Tax.

Indirect costs are based on cost allocations to recoup General Government costs that benefit non-RIVER AUTHORITY agencies and are based on the previous year's actual financial information. The Finance Department of the RIVER AUTHORITY processes a journal entry biweekly to charge non-RIVER AUTHORITY agencies for their share of General Government costs. The allocation bases for distributing expenditures to these agencies are determined by the Finance Department of the RIVER AUTHORITY. General Government includes: Building Depreciation, Board of Directors, Executive Offices, Internal Resources, Support Services and Intergovernmental and Community Relations. Results of the allocation process will be available for review annually. Subsequent quarterly advance payments will be adjusted to reflect differences in monthly estimates included in the quarterly estimates and the actual monthly costs. This quarterly advance payment provision does not abrogate COUNTY's authority to approve the actual monthly invoices.

VII. ARCHAEOLOGICAL AND ENVIRONMENTAL MATTERS

CITY, COUNTY and RIVER AUTHORITY acknowledge that unforeseen archaeological and/or hazardous substances or hazardous waste, as such terms are defined

by 42 U.S.C. 9601 and Texas Health & Safety Code Sections 361.131 and 501.002, may be encountered during the construction phases of the PROJECT. In that event, CITY will engage its standing environmental consultant to document and dispose of any such hazardous substances or hazardous waste. CITY will allow RIVER AUTHORITY and COUNTY to review and comment on any required environmental remediation. If the cost of remediation causes the cost of the PROJECT to exceed the PROJECT budget, RIVER AUTHORITY shall engage CITY's Manager, or designee, and COUNTY's Executive Director of Infrastructure Services, or designee, in a value engineering review of the design and construction documents. Should value engineering fail to bring the cost of remediation within the PROJECT budget, the PARTIES may agree to reduce the PROJECT scope, delay the PROJECT or share the additional cost. CITY and COUNTY shall agree upon the cost of remediation prior to the commencement of work or the issuance of a notice to proceed to a contractor.

If CITY's remediation contractor is used, COUNTY will transfer its share of COUNTY cost to CITY. If a private remediation contractor is used, COUNTY will provide a credit to CITY. The PARTIES reserve all rights to seek all available relief from any potentially responsible party or parties concerning the cost of remediation or any other cost incurred by the PARTIES resulting from encountering hazardous substances or hazardous waste during the construction phases of the PROJECT.

VIII. USE OF LAND

The PARTIES agree that the PARTIES will use land owned, purchased or acquired within the scope of the PROJECT for the purposes of the PROJECT. The PARTIES agree to cooperate with each other in using land owned, purchased or acquired within the scope of the PROJECT for purposes compatible with the PROJECT. The

PARTIES agree that land owned, purchased or acquired within the scope of the PROJECT is subject to CITY ordinances and regulation, including the River Improvement Overlay.

CITY will execute, acknowledge and deliver to RIVER AUTHORITY a deed of conveyance by which CITY shall convey a determinable estate in property under and along the San Antonio River, (the "River Tract"), that will be included in the PROJECT and funded by the Visitor Tax to RIVER AUTHORITY subject to the following conditional limitations, such that title to the River Tract will immediately revert to and vest in CITY upon any of the following: (a) RIVER AUTHORITY has abandoned its efforts to construct the PROJECT; or (b) COUNTY has otherwise failed or refused to perform its funding obligations under this Cooperative Agreement.

RIVER AUTHORITY agrees to operate and maintain the portion of the River Tract that was a CITY or COUNTY park as RIVER AUTHORITY park that will be available to the public. RIVER AUTHORITY agrees that COUNTY funding from the Visitor Tax will not fund any portion of the PROJECT that continues to be part of a CITY park.

IX. MITIGATION LANDS

CITY agrees to utilize its Medina River Natural Area Project as mitigation for any required U. S. Army Corps of Engineers permit necessary for the development of the Lexington Street to Josephine Street section of the PROJECT.

COUNTY agrees to utilize its Mid Bietel Creek Channel Restoration Project as mitigation for any required U. S. Army Corps of Engineers permit necessary for the development of the Lexington Street to Josephine Street section of the PROJECT.

X. AUDIT

Each PARTY reserves the right to conduct, or cause to be conducted an audit of all funds received or disbursed under this Cooperative Agreement at any and all times deemed necessary by that PARTY. Each PARTY's staff, a Certified Public Accounting firm, or other auditors as designated by that PARTY, may perform such audit(s). Each PARTY reserves the right to determine the scope of every audit. Each PARTY agrees to make available to the other PARTIES all books, records, documents and reports with respect to matters covered by this Cooperative Agreement.

XI. CONTRACTING

For portions of the PROJECT undertaken by RIVER AUTHORITY, it shall comply with COUNTY's Administrative Policy No. 8, Small, Minority and Women-Owned Business Enterprise (SWMBE) Program for the Procurement of all County Offices, Departments, Funded Entities and Facilities in the areas of Commodities, Equipment, Professional Services, Maintenance and Construction, adopted by Bexar County August 24, 2004, in the award of contracts, subcontracts and other opportunities in the design, construction and operation of the PROJECT. RIVER AUTHORITY will require its contractor's to include CITY and COUNTY as a named insured on all the contractor's insurance policies.

RIVER AUTHORITY will work with project management and contracting personnel with USACE to encourage, promote and pursue the participation by local, and small, minority and women-owned professional service providers and contractors in PROJECT related work to be contracted directly by USACE.

XI. APPLICABLE LAWS

All of the work performed under this Cooperative Agreement by the PARTIES and their contractors shall comply with all applicable laws, rules, regulations and codes of the United States and State of Texas and with the charter, ordinances, bond ordinances and rules and regulations of CITY, COUNTY and RIVER AUTHORITY.

XII. DEFAULT/TERMINATION

As used in this Article, "default" shall mean the failure of CITY, COUNTY or RIVER AUTHORITY to perform any obligation in the time and manner required by this Cooperative Agreement, except where such failure to perform is the result of Force Majeure as defined in this Article.

Upon failure of a PARTY to perform any obligation required hereunder, any PARTY not in default may give written notice of such default to the PARTY in default. The PARTY in default shall have thirty (30) days within which to cure such default, and if cured within such time, the default specified in such notice shall cease to exist.

Should any PARTY fail to cure an alleged default, any PARTY not in default shall thereupon have the right to terminate this Cooperative Agreement by sending written notice to the other PARTIES of such termination and specifying the effective date thereof, which date shall not be sooner than the end of ten (10) days following the day on which such notice is sent. Upon termination of this Cooperative Agreement, each PARTY shall be entitled to receive just and equitable compensation for any work satisfactorily performed prior to such termination.

No PARTY shall be liable to either of the other PARTIES for the failure to perform its obligations under this Cooperative Agreement when such failure is

attributable solely to Force Majeure. Force Majeure shall mean any cause beyond the reasonable control of any PARTY, including, without limitation, failure, or imminent threat of failure, of facilities or equipment, flood, freeze, earthquake, storm, fire, lightning, other acts of God, epidemic, war, acts of a public enemy, riot, civil disturbance or disobedience, strike, lockout, work stoppages, other industrial disturbances or dispute, labor or material shortage, sabotage, restraint by court order or other public authority, and action or non-action by, or failure or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by the exercise of due diligence it could not overcome; provided that none of the circumstances listed above shall be considered to be an event of Force Majeure to the extent such circumstance: (i) is due to the act, neglect, omission, breach of contract or of statutory duty, negligence or misconduct of the PARTY claiming Force Majeure, its representatives, agents, contractors or subcontractors or (ii) could have been prevented, overcome or remedied if the PARTY claiming Force Majeure had exercised reasonable diligence. Nothing contained herein shall be construed so as to require the PARTIES to settle any strike, lockout, work stoppage or any industrial disturbance or dispute in which it may be involved, or to seek review of or take any appeal from any administrative or judicial action.

XIII. PROJECT PARTNER RECOGNITION

RIVER AUTHORITY will present for approval to the CITY and COUNTY a design for a plaque recognizing the project partners to be placed in each reach of the PROJECT. The plaques shall name the members of the Bexar County Commissioners Court when the PROJECT commenced, the CITY Council, the RIVER AUTHORITY

Board of Directors, and subject to the consent of the PARTIES, the co-chairs of the SAROC, the San Antonio River Foundation and the USACE.

XIV. ADVERSARIAL PROCEEDINGS

The PARTIES agree that under no circumstances will the funds received under this Cooperative Agreement be used, either directly or indirectly, to pay costs or attorney's fees incurred in any adversarial proceeding against any PARTY or any other public entity.

XV. ASSIGNMENT

No PARTY may assign or transfer its interest in this Cooperative Agreement or any portion thereof without the written consent of the governing bodies of each of the PARTIES. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XVI. NOTICE

For purposes of this Cooperative Agreement, all notices among the PARTIES shall be deemed sufficient if in writing and mailed certified mail, return receipt requested, postage prepaid, to the addresses set forth below:

CITY:

City Manager
City of San Antonio
P. O. Box 839966
San Antonio, Texas 78283-3966

RIVER AUTHORITY:

General Manager
San Antonio River Authority
P. O. Box 839980
San Antonio, Texas 78283-9980

COUNTY:

Executive Director
Bexar County Infrastructure Services Dept.
233 N. Pecos, Suite 420
San Antonio, Texas 78207

Director, Bexar County Community Venues Program
Bexar County Courthouse
100 Dolorosa, Suite 1.20
San Antonio, Texas 78205

Notices of changes of address must be made in writing delivered to the last known address of each other PARTY within five (5) business days of the change.

XVII. GOVERNING LAW AND VENUE

The PARTIES agree that this Cooperative Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action or proceeding brought to enforce the terms of this Cooperative Agreement or adjudicate any dispute arising out of this Cooperative Agreement shall be brought in a court of competent jurisdiction in Bexar County, Texas.

XVIII. GENDER AND TENSE

Words of either gender used in this Cooperative Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIX. AUTHORITY

The signers of this Cooperative Agreement represent that they have full authority to execute this Cooperative Agreement on behalf of CITY, COUNTY and RIVER AUTHORITY, respectively, and that the respective governing bodies of CITY, COUNTY and RIVER AUTHORITY, have authorized the execution of this Cooperative Agreement.

XX. INDEPENDENT CONTRACTOR

It is expressly agreed and understood that each PARTY is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that each of the other PARTIES shall be in no way responsible therefore, and that no PARTY hereto has authority to bind the any other PARTY nor to hold out to third parties that it has the authority to bind the any other PARTY. Nothing herein contained shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, or partnership or impose a partnership duty, obligation or liability among the PARTIES. No third party beneficiaries are created by this Cooperative Agreement. This Cooperative Agreement is not intended to and shall not create any rights in or confer any benefits upon any other person other than the PARTIES.

XXI. SEVERABILITY

If any clause or provision of this Cooperative Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the CITY Charter, CITY Code, or ordinances of CITY, then and in that event it is the intention of the PARTIES that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Cooperative Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the PARTIES hereto that in lieu of each clause or provision of this Cooperative Agreement that is invalid, illegal or unenforceable, there by added as a part of this Cooperative Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, to be legal, valid and enforceable.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL

HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, the _____ day of _____, 2010.

CITY	COUNTY	RIVER AUTHORITY
CITY OF SAN ANTONIO a Texas Municipal Corporation	COUNTY OF BEXAR a Political Subdivision of the State of Texas	SAN ANTONIO RIVER AUTHORITY

SHERYL L. SCULLEY
City Manager

NELSON W. WOLFF
County Judge

GAYLON J. OEHLKE
Chairman

ATTEST:

ATTEST:

ATTEST:

LETICIA VACEK
City Clerk

GERARD RICKHOFF
County Clerk

ROBERTO RODRIGUEZ
Secretary

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

MICHAEL BERNARD
City Attorney

SUSAN D. REED
Criminal District Attorney
Bexar County, Texas

DAVID W. ROSS
General Counsel

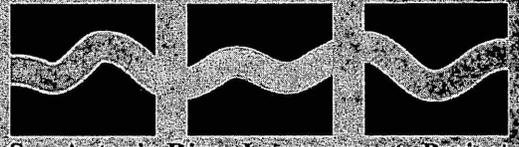
GERARD A. CALDERON
Assistant Criminal District Attorney
Venue Counsel

PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

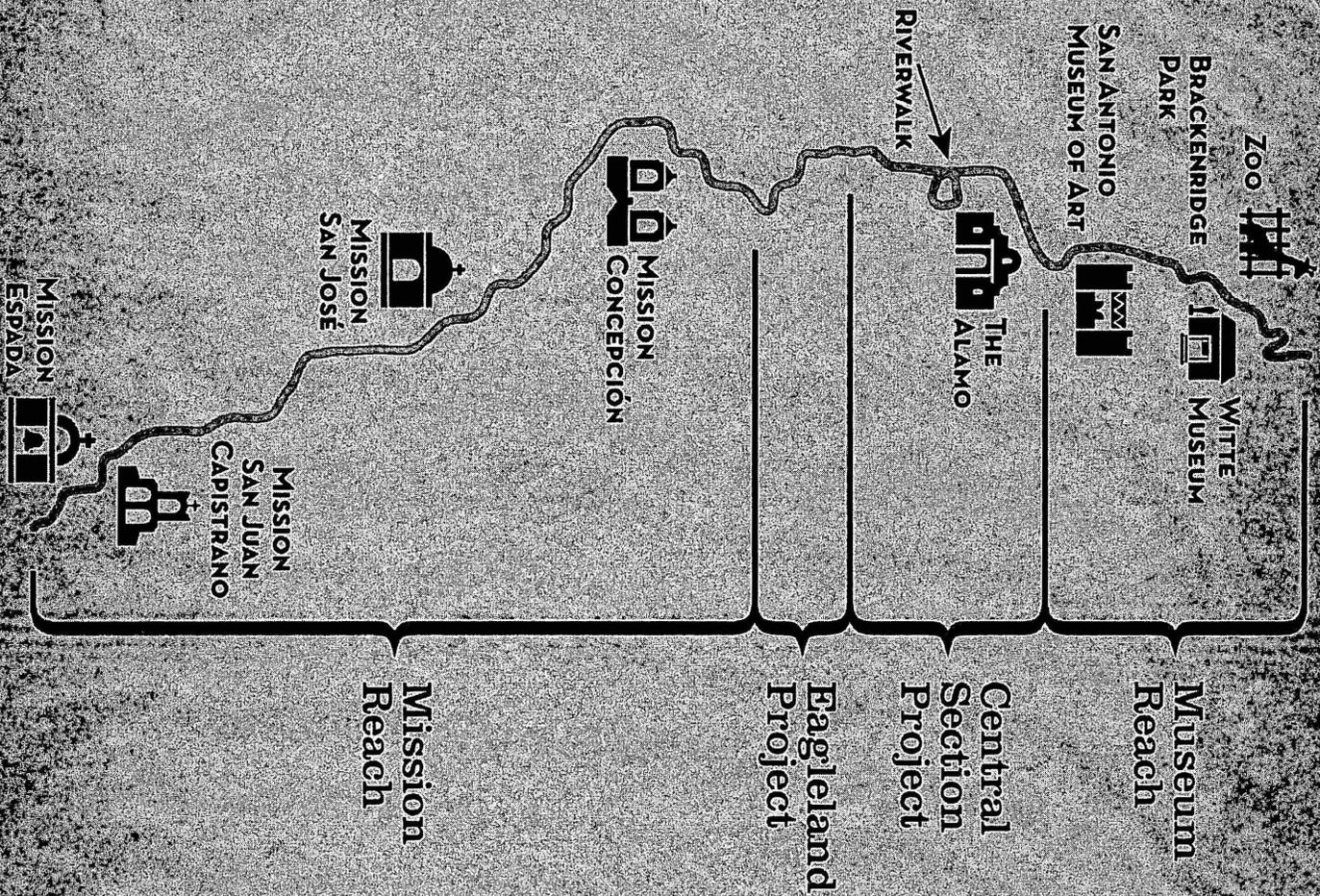
APPROVED AS TO
FINANCIAL CONTENT:

TOMMY J. TOMPKINS
County Auditor

DAVID SMITH
Executive Director/Budget
Officer Planning & Resource
Management Department



San Antonio River Improvements Project



Project Description

San Antonio River Improvements Project

April 2010

The San Antonio River Improvements Project reflects a comprehensive community vision to improve 13 miles of the San Antonio River from Hildebrand Avenue downstream to Mission Espada through enhancements to the river's ecosystem, flood protection, recreational amenities and aesthetics. Below is a general description of each reach of the project and the planned improvements to be funded by Bexar County, the City of San Antonio and the U.S. Army Corps of Engineers.

Museum Reach

Park Segment: Hildebrand Avenue downstream to the Josephine Street
Cost Estimate: \$17,077,000 (as of 12/08—funding of \$12,572,000 is currently committed – Ph 1 \$2,449,954 & Ph 2 \$10,122,046)

The Park Segment is approximately 2 miles in length and is broken up into two phases. The Improvements are made possible through a combination of funding sources including Bexar County visitor tax funding, flood tax funding and City of San Antonio funding. Project improvements include hike and bike trails that link to the park's existing trail system. Phase One's trail begins at the Josephine Street entrance to the San Antonio River Tunnel Inlet parking lot. It then runs north through the parking lot and continues until it reaches the north side of U.S. 281. The trail turns east and continues until it reaches its end at Avenue B. Phase Two's trail begins where the Phase One trail ends and continues north as it links with various trails in Brackenridge Park until it reaches its end near Hildebrand Ave. The hike and bike path could include bridges across the river and Catalpa Creek, street crossings, way-finding signage, fencing and landscaping. In addition, the project proposes environmental restoration along the San Antonio River and the Catalpa Creek as well as along the Catalpa-Pershing Channel. The exploration and possible establishment of a bird sanctuary along Ave A is also programmed within the project scope. The project concept also includes the creation of a wetland near the Witte Museum and restoration of a section of the historic Acequia Madre, which originally provided water to the Alamo.

Urban Segment: Josephine Street downstream to Lexington Avenue
Cost Estimate: \$72,213,524 (as of 12/08)

The Urban Segment is approximately 1.5 miles in length. Improvements are made possible through a combination of funding sources including Bexar County flood control tax, City of San Antonio funding, San Antonio River Authority funding (for operations and maintenance), San Antonio Water System funding and private funds through the San Antonio River Foundation. The project began construction in May 2007. The project extends the distinctive San Antonio River Walk experience to an undeveloped section of the river north of downtown and will include a lock and dam system, scenic overlooks, boat landings, walkways, landscaping, lighting, water features and pocket parks. Private funding is adding art enhancements along the walkways, at overlooks and on and under bridges. Project scheduled for completion in May 2009.

Downtown Reach

Project Limits: Lexington Street downstream to Houston Street
Completed Cost: \$13,587,893 (completed 10/02)

The reach is approximately one mile in length. Funding was provided by Bexar County flood control tax and the City of San Antonio. Improvements renovated and repaired 60-year-old walkways, the river channel, and flood retaining walls, and it enhanced the appearance of the River Walk from Houston Street to Lexington Avenue. The project also added access ramps for the mobility impaired along with more walkways, increased lighting, more visible and aesthetic signage, enhanced landscaping, and artwork.

Eagleland Reach

Project Limits: Guenther Street downstream to Lone Star Boulevard
Cost Estimate: \$8,825,907 (as of 4/10)

The reach is approximately one mile in length. Funding is provided through a combination of sources including Bexar County visitor tax and flood control tax, the City of San Antonio, the U.S. Army Corps of Engineers, the Federal Highway Administration/Texas Department of Transportation and the San Antonio River Foundation/King William Neighborhood Association. Improvements to the reach will be accomplished through a series of 11 individually authorized projects which together result in the ecosystem restoration of the river, addition of hike and bike trails and associated recreational amenities, and improve the erosion control. The visitor tax funded betterments and enhancements will add access and amenities to the Alamo Street Bridge area, add a picnic area near the Big Tex site, add landscaping and lighting, enhance the crib structure, and add art enhancements to the bridges. Construction on aspects of the project began in 2004 and will continue through 2010; based upon the funding schedule for the various funding sources (refer to Exhibit C).

Historic Mission Reach

Project Limits: Lone Star Boulevard downstream to near Mission Espada
Cost Estimate: \$271,449,345 (as of 4/10)

The reach is approximately 8 miles in length and is designed in multiple phases. Funding is provided through a combination of sources including Bexar County visitor tax and flood control tax, the City of San Antonio, San Antonio Water System, the U.S. Army Corps of Engineers and private funding through the San Antonio River Foundation.

Phase I: Phase I is 1.25 miles length extending from Lone Star Boulevard downstream to the confluence of the San Antonio River with San Pedro Creek. Planned improvements include restoration of approximately 34 acres of riparian habitat, addition of 3,034 native trees, addition of 0.7 acres of embayment habitat, addition of eight weir structures and two riffle structures, hike and bike trails along the length of the project, addition of two

pedestrian footbridges and associated recreational features (picnic tables, benches, overlooks, drinking fountains). Construction will result in the excavation of more than 366,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include the design and construction of enhanced weir and riffle structures, additional and enhanced trails, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, a portal for Mission Concepcion (which may be moved to Phase II), recreational enhancements, implementation of the art masterplan, and additional landscaping. Construction began in June 2008 and is scheduled for completion in December 2009.

Phase 2A: Phase 2A is a one miles segment extending from the confluence with San Pedro Creek to Mission Road. Planned improvements include the restoration of 40 acres of native riparian habitat, addition of 2,200 native trees, addition of 2 acres of embayment habitat, addition of approximately 6 riffle structures, addition of hike and bike trails and associated recreational amenities, and instream foot bridges. Construction will result in the excavation of 800,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include the design and construction of enhanced riffle structures, additional and enhanced trails and trail heads, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, the addition of a portal for Mission San Jose, overlooks, recreational enhancements, implementation of the art masterplan, and additional landscaping.

Phase 3 (formerly Phase 2B, 2C, 3 and 4): Phase 3 is 5.75 miles in length extending from Mission Road to south of Mission Espada. Planned improvements include the restoration of approximately 250 acres of native riparian habitat, the addition of approximately 15,000 native trees, addition of a hike and bike trail along the project length, addition of instream pedestrian footbridges, and associated recreational amenities. Construction will result in the excavation of over 2,000,000 bank cubic yards of soil. The visitor tax funded betterments and enhancements could include improvements to the outfall at Asylum Creek, additional and enhanced trails and trail heads, water edge landings, adding the potential for addition of lighting, enhancements to footbridges, under bridge enhancements, signage, the addition of an overlook at Espada Park, addition of a portal for Mission San Jose, the addition of a portal for Mission San Juan and Mission Espada, overlooks at bottomland hardwood forest area, recreational enhancements, implementation of the art masterplan, additional landscaping, and funding to assist the National Park Service in the implementation of a demonstration farm near Mission San Juan.

San Antonio River Improvements Project
Cost Estimate as of March 1, 2010
Bexar County Betterment Funds

	Funding as Amended		Visitor Tax		Coop Agmt February 2009	Additions/ Deletions	Revised Total
	April 2007	Additions	Transfers *	Federal **			
Guenther to Lone Star (Eagleland)							
Design, Construction & Other \$	-	\$ 2,567,680	\$ -	\$ -	\$ 2,567,680	-	\$ 2,567,680
SARA PM	-	78,810	-	-	78,810	-	78,810
SARA CA	-	78,810	-	-	78,810	-	78,810
Total Eagleland Reach	-	2,725,300	-	-	2,725,300	-	2,725,300
Historic Mission Reach							
Design, Construction & Other	-	39,134,738	10,461,541	70,000,000	119,596,279	(80,461,541)	39,134,738
SARA PM	-	297,981	74,052	-	372,033	(74,052)	297,981
SARA CA	-	297,981	414,842	-	712,823	(414,842)	297,981
Total Mission Reach	-	39,730,700	10,950,435	70,000,000	120,681,135	(80,950,435)	39,730,700
Park Reach							
Construction	-	1,514,455	-	-	1,514,455	-	1,514,455
SARA CA	-	79,110	-	-	79,110	-	79,110
Total Park Reach	-	1,593,565	-	-	1,593,565	-	1,593,565
Combined Total							
Design, Construction & Other	-	43,216,873	10,461,541	70,000,000	123,678,414	(80,461,541)	43,216,873
SARA PM	-	376,791	74,052	-	450,843	(74,052)	376,791
SARA CA	-	455,901	414,842	-	870,743	(414,842)	455,901
Total Bexar County Betterments	\$ -	\$ 44,049,565	\$ 10,950,435	\$ 70,000,000	\$ 125,000,000	\$ (80,950,435)	\$ 44,049,565

Note: The \$80 million are not part of the betterments. These expenditures are now being funded as part of the flood tax portion of the project.

Mission Reach and Eagleland Joint Meeting
Joint Committee Meeting – Visitor Tax Betterments/Enhancements
September 21, 2007

Global Approach to Betterments and Enhancements

1. Riffles, weir structures, and armory to include the Asylum Creek Outfall redesign.
2. Trails that were taken out of preliminary design brought back or relocated AND water's edge access to include lighting, pedestrian bridges, under bridge enhancements, and Eagleland Outfall redesign.
3. Portals and overlooks
4. Confluence Park with 2.4-acre purchase
5. Recreational elements enhancements
6. Art Master Plan implementation
7. Additional plant features

Eagleland

1. Full funding of the COSA pedestrian phase
2. Alamo Street Bridge Area
 - a. Bridge sidewalk widening
 - b. Street level overlook
 - c. East bank street to river level ramp and stair access
 - d. Alamo pocket park improvements (east bank)
3. East Bank existing trail repaired/enhanced AND enhanced trail to Crib Structure
4. Enhanced rock armoring at Crib Structure
5. Big Tex picnic area AND West bank stormwater outfall enhancements (between Big Tex and Blue Star) refocused as a gateway
6. Art enhancements to overlooks
7. Enhancements to area under bridges
 - a. Guenther Street
 - b. Alamo Street
 - c. Rail Road Bridge
8. Trail lighting on East Bank between Eagleland pedestrian bridge and Lone Star Blvd.

Mission Reach – All Phases Betterments

1. Riffles, weir structures, and channel armoring
2. Pedestrian bridges
3. Fully funded upgraded trail surface (as presented in the plans)
4. Recreational elements
5. Aquatic plants

Mission Reach – Phase I Enhancements

1. Enhancements to area under bridges
 - a. Lonestar
 - b. Steves Avenue
 - c. IH 10
 - d. Mitchell Avenue

- e. E. Theo Avenue
AND provide "water's edge" landing for public access.
- 2. Confluence Theater (note: available location for Confluence Theater has been reduced with Corps modification to channel alignment) AND Purchase remaining 2.4 acre tract from CPS at Mitchell St. (trail head, trail parking etc.)
- 3. Trails that were taken out of preliminary design brought back or relocated AND water's edge access AND establish trail head at Roosevelt Park AND create gateway/plaza at CPS Mission Road property.
- 4. Trail lighting outside/top of bank to include East bank trail lighting from Lone Star to end of phase one.

Mission Reach Phase II

- 1. Trails that were taken out of preliminary design brought back or relocated AND water's edge access to include:
 - a. Add trail from Mission Road to San Juan Diversion
 - b. Add east bank trail lighting from the end of phase one to and across the Mission County Park pedestrian trail bridge.
 - c. Identify future access points from top of bank to trail system for future development
 - d. Provide "water's edge" landing for public access.
- 2. Enhancements to area under bridges
 - a. Mission Road
 - b. Roosevelt Road
 - c. Southcross Road
 - d. White/VFW Road
- 3. Mission Portals/Connection to Mission Trails
 - a. Mission Concepcion
 - b. Mission San Jose
- 4. Hot Well spa garden

Mission Reach Phase III – Enhancements

- 1. Trails that were taken out of preliminary design brought back or relocated AND water's edge access to include:
 - a. Identify future access points from top of bank to trail system for future development.
 - b. Provide "water's edge" landing for public access.
 - c. NPS trail along San Juan Acequia
 - d. Create trail head at Military Drive
- 2. Enhancements to area under bridges (S.E. Military Drive)
- 3. Overlook at Espada Park
- 4. Redesign of Asylum Creek outfall
- 5. Improvements to San Antonio River remnant at Symphony Lane
 - a. Bank remediation
 - b. Invasive plant removal/remediation

Mission Reach Phase IV – Enhancements

1. Trails that were taken out of preliminary design brought back or relocated AND water's edge access to include:
 - a. Continue NPS trail along San Juan Acequia and create demonstration farm at Mission San Juan;
 - b. Explore if additional street level connections are needed;
 - c. Provide "water's edge" landing for public access.
2. Mission Portals/Connection to Mission Trails
 - a. Mission San Juan
 - b. Mission Espada
3. Overlook at bottomland hardwood forest near Piedras Creek
4. Create picnic area across from Historic Espada Dam.
5. Create art project at Bergs Mill
6. Restore Historic San Antonio River bridge at Ashley Road and river remnant

Park Segment Funding Priorities as Approved by the San Antonio River Oversight Committee December 2008

1. Initial Trail Construction (to connect Josephine Street to Avenue B) with signage
2. Habitat Restoration and Temporary Irrigation
3. Removal of invasive plants and debris Removal, Channel Stabilization along San Antonio River and Catalpa-Pershing Channel
4. Wetlands at Witte
5. Acequia Madre flow diversion
6. Additional trail connections and improvements along Avenue B, to Mulberry and Avenue A and to and through Brackenridge Park up to Hildebrand Avenue.
7. New pedestrian bridge at Mulberry

EXHIBIT D

EAGLELAND SUMMARY

December 1, 2008

1.	<p>Bexar County REGRADING OF INUNDATION AREAS FOR FLOODPLAIN DEVELOPMENT PERMIT APPROVAL.</p> <p>\$32K = Bexar County (Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Properties along river were graded to be removed from 100 year floodplain as per COSA UDC requirements.
2.	<p>Corps of Engineers/Bexar County CHANNEL RESTORATION – PHASE I, PILOT CHANNEL</p> <p>\$0.454M Design & Admin <u>\$1.738M</u> Construction \$2.192 M = 1.64M COE (Authorized) 0.55M Bexar County (Authorized)</p>	<p>ADMINISTRATOR: Corp of Engineers/San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Construction completed on March 30, 2005 • Construction duration 15 months, 01-16-04 thru 03-30-05 • Change orders added/extended bank protection at bend and added drop structure and pipe system as two large storm drain outfalls. • Warranty period extended to April 1, 2005.
3.	<p>Corps of Engineers/Bexar County CHANNEL RESTORATION – PHASE II, RIPARIAN REVEGATION</p> <p>\$439K COE (Authorized) \$146K Bexar County (Authorized)</p> <p>PHASE III, AQUATIC REVEGETATION \$56K COE (Authorized) <u>\$19K</u> Bexar County (Authorized) \$75K</p>	<p>ADMINISTRATOR: Corp of Engineers/San Antonio River Authority <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Contractor made initial kill of invasive grasses in May 2005. • Initial pilot scale planting of aquatic plants began in June 2005 and was completed in December 2005. • Seeding and sprigging of native grasses occurred in March 2006. • Temporary Irrigation system added in June 2006. • Wildflowers and reseeding of native grasses to occur in September 2006. • Areas impacted by City Hike and Bike project (see #4) near the Big Tex site will be controlled for invasive seed source and be seeded later as a change order to the City project. • Tree and shrub planting scheduled for fall of 2007. • Original warranty on vegetation ended September 2008. • Contact extension pending for erosion repairs, targeting invasive species & Cross training SARA staff until September 2009.

EXHIBIT D

4.	<p>City of San Antonio EAGLELAND RIVERWALK LINK – HIKE AND BIKE PHASE (Eagleland to Alamo St.)</p> <p>\$1.515M COSA- (1999 Bond) \$1.515M (Construction)</p>	<p>ADMINISTRATOR: City of San Antonio <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Project scope includes Eagleland pedestrian bridge but not improvements at end of Eagleland Street (MT 4A). Scope includes street level connection to Alamo Street. Riverbank improvements are on the west bank and terminate at south end of Blue Star parking lot. Design completed in November 2005. • Construction Phase started in June 2006 and was scheduled for completion in December 2006, work delayed due to USEPA clean up at Big Tex. Completion expected by May 2009.
5.	<p>City of San Antonio AMENITIES MASTERPLAN</p> <p>\$24K (COSA-Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Bender Wells Clark Design facilitated the master planning process. • Planning effort included public input to identify, conceptually design and budget, and prioritize 4 amenity sites in the Eagleland Reach. • Priority of amenity site design/construction funding is Crofton/Constance, Eagleland Street, Alamo Street, and Big Tex picnic site. (see item 9)
6.	<p>City of San Antonio/TxDOT EAGLELAND PEDESTRIAN PHASE (Alamo St. to Guenther))</p> <p>\$2.6 M Preliminary Budget (COSA/TxDOT -Authorized)</p>	<p>ADMINISTRATOR: City of San Antonio <u>PROJECT STATUS</u></p> <ul style="list-style-type: none"> • Project scope includes pedestrian walkway along/in the channel from Alamo to Guenther and includes modifications to Gate #6 under Alamo Street. • Design complete in November 2006. • USACE 404 Permit approved in Nov 2008. • Bid expected April 2009, award July 2009, completion July 2010. •
7.	<p>Bexar County PLUNGE POOL WALL</p> <p>\$645K Bexar County – Construction Estimate (Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority <u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Carter & Burgess completed design Oct 2008. • Project will be joint bid with Eagleland Pedestrian Phase (Item 6).

EXHIBIT D

8.	<p>City of San Antonio/TxDOT MISSION TRAILS, PACKAGE 4A -LONESTAR TO EAGLELAND PROJECT</p> <p>\$1,032,764 (Mission Trails Project funding) 100% COSA (2003 Bond, Authorized)</p>	<p>ADMINISTRATOR: City of San Antonio</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Trails installed and final completion to coincide with completion of Eagleland Street Pedestrian Plaza (Item 10).
9.	<p>City of San Antonio/Other CROFTON/CONSTANCE STREET PEDESTRIAN PARK -AMENITY</p> <p>\$150K appx (\$100K -COSA -Budgeted) (\$50K - SARF/King William - Authorized)</p>	<p>ADMINISTRATOR: San Antonio River Authority</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Final Design consultant will be selected in August. • Design Phase started in September 2006 and included SAROC and KWA neighborhood input. Completed and design and updated construction cost estimate in March 2007. • Receive City Council construction phase funding in April 2007 (from remaining SARIP Eagleland Reach amenity funding). Any additional funding required to complete the project would be due at this time.
10.	<p>City of San Antonio/TxDOT/Other EAGLELAND STREET PEDESTRIAN PLAZA- AMENITY</p> <p>\$120K appx (Mission Trail project funding)</p>	<p>ADMINISTRATOR: City of San Antonio</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • Project completion delayed until May 2009 to allow for USEPA clean up of Big Tex and placement of bridge prior to building the Eagleland Plaza.
11.	<p>Visitor Tax - City of San Antonio/Bexar County/Other</p> <p>ALAMO STREET AREA IMPROVEMENTS-AMENITY</p> <p>BIG TEX PICNIC AREA – AMENITY</p> <p>\$2,725,300 (Bexar County)</p>	<p>ADMINISTRATOR: San Antonio River Authority</p> <p><u>PROTECT STATUS</u></p> <ul style="list-style-type: none"> • SARA completed conceptual cost estimates for the project components and provide technical information for County and City Bond selection criteria. • Visitor tax passed May 2008. • RFP underway to complete design of this amenity with other Visitor tax elements. Set to award RFP in Feb 2009 and finalize design by Oct 2009.

San Antonio River Improvements Project
Cost Estimate as of March 1, 2010
Funds Committed by Funding Entity

	Original ILA	Funding as Amended	Coop Agmt	Other Funding		Revised Total
	October 2006	April 2007	February 2009	Commitments	Additions	Project
Bexar County						
Concept & Public Input	\$ 712,709	\$ 712,709	\$ 712,709	\$ -	\$ -	\$ 712,709
Design & Other	8,514,294	8,514,294	15,213,672	311,260	4,562,395	20,087,327
Construction	44,289,541	44,289,541	91,921,263	(361,260)	26,648,752	118,208,755
SARA PM	3,232,638	3,232,638	3,762,591	25,000	-	3,787,591
SARA CA	2,176,432	2,176,432	3,018,065	25,000	-	3,043,065
Total Bexar County	58,925,613	58,925,613	114,628,299	-	31,211,147	145,839,446
City of San Antonio						
Concept & Public Input	344,554	344,554	344,554	-	-	344,554
Design & Other	8,091,272	8,195,966	8,223,966	-	-	8,223,966
Construction & Administration	48,352,955	66,248,261	68,190,918	-	-	68,190,918
Total City of San Antonio	56,788,781	74,788,781	76,759,438	-	-	76,759,438
US Army Corps of Engineers						
Design & Other	4,204,017	4,204,017	4,204,017	-	5,025,132	9,229,149
Construction & Administration	69,725,789	69,725,789	70,518,039	-	64,180,014	134,698,053
Total US Army Corps of Engineers	73,929,806	73,929,806	74,722,056	-	69,205,146	143,927,202
Private						
Design & Other	-	-	-	-	-	-
Construction & Administration	7,750,486	7,750,486	11,261,486	-	-	11,261,486
Total Private	7,750,486	7,750,486	11,261,486	-	-	11,261,486
SAWS (Utility Relocations)						
Design & Other	244,213	244,213	244,213	-	-	244,213
Construction	1,091,646	1,091,646	1,339,370	-	4,639,851	5,979,221
Total SAWS	1,335,859	1,335,859	1,583,583	-	4,639,851	6,223,434
San Antonio River Authority						
Design & Other	-	-	-	-	-	-
Construction	-	-	100,000	-	-	100,000
Total San Antonio River Authority	-	-	100,000	-	-	100,000
Combined						
Concept & Public Input	1,057,263	1,057,263	1,057,263	-	-	1,057,263
Design & Other	21,053,796	21,158,490	27,885,868	311,260	9,587,527	37,784,655
Construction & Administration	171,210,417	189,105,723	243,331,076	(361,260)	95,468,617	338,438,433
SARA PM (County)	3,232,638	3,232,638	3,762,591	25,000	-	3,787,591
SARA CA (County)	2,176,432	2,176,432	3,018,065	25,000	-	3,043,065
Total Combined Project	\$ 198,730,545	\$ 216,730,545	\$ 279,054,862	\$ -	\$ 105,056,144	\$ 384,111,006

1 The Bexar County's funding commitment also will add \$93,784,691 million in Flood Tax funding which is dedicated as Mission Reach contingent funding available to advance the federal share of the project in order to keep the project on optimum schedule - of which an estimated \$3 million is for SARA Construction & Administration

2 The US Army Corps of Engineers has allocated \$24.06 million ARRA funds for Construction & Administration of phase 2A of the Mission Reach which cannot be transferred to any other reach

San Antonio River Improvements Project
Cost Estimate as of March 1, 2010
Funds Committed by Reach

	<u>Original ILA</u> <u>October 2006</u>	<u>Funding as Amended</u> <u>April 2007</u>	<u>Coop Agmt</u> <u>February 2009</u>	<u>Other Funding</u> <u>Commitments</u>	<u>Additions</u>	<u>Revised Total</u> <u>Project</u>
Concept & Public Input						
Bexar County	\$ 682,125	\$ 682,125	\$ 682,125	\$ -	\$ -	\$ 682,125
City of San Antonio	344,554	344,554	344,554	-	-	344,554
Total Concept Design	<u>1,026,679</u>	<u>1,026,679</u>	<u>1,026,679</u>	<u>-</u>	<u>-</u>	<u>1,026,679</u>
Lexington to Houston (Downtown)						
Bexar County	10,868,249	10,868,249	10,868,249	-	-	10,868,249
City of San Antonio	2,417,295	2,417,295	2,417,295	-	-	2,417,295
Total Downtown	<u>13,285,544</u>	<u>13,285,544</u>	<u>13,285,544</u>	<u>-</u>	<u>-</u>	<u>13,285,544</u>
Guenther to Lone Star (Eagleland)						
Bexar County	1,334,000	1,334,000	4,761,986	-	-	4,761,986
City of San Antonio	4,263,000	4,263,000	6,233,657	-	-	6,233,657
US Army Corps of Engineers	1,800,000	1,800,000	2,592,250	-	-	2,592,250
Total Eagleland Reach	<u>7,397,000</u>	<u>7,397,000</u>	<u>13,587,893</u>	<u>-</u>	<u>-</u>	<u>8,825,907</u>
Museum Reach (Urban Segment)						
Bexar County	13,059,095	13,059,095	13,059,095	-	-	13,059,095
City of San Antonio	34,299,726	52,299,726	52,271,726	(976,021) ⁴	-	51,295,705
Private	3,000,000	3,000,000	6,511,000	-	-	6,511,000
San Antonio Water System	-	-	247,724	-	-	247,724
San Antonio River Authority	-	-	100,000	-	-	100,000
Total Museum Reach	<u>50,358,821</u>	<u>68,358,821</u>	<u>72,189,545</u>	<u>(976,021)</u>	<u>-</u>	<u>71,213,524</u>
Historic Mission Reach						
Bexar County	32,982,144	32,982,144	83,663,279	(2,000,000) ³	31,211,147	112,874,426
City of San Antonio	15,464,206	15,464,206	4,513,771	2,000,000 ³	-	6,513,771
US Army Corps of Engineers	72,129,806	72,129,806	72,129,806	-	69,205,146	141,334,952
Private	4,750,486	4,750,486	4,750,486	-	-	4,750,486
San Antonio Water System	1,335,859	1,335,859	1,335,859	-	4,639,851	5,975,710
Total Mission Reach	<u>126,662,501</u>	<u>126,662,501</u>	<u>166,393,201</u>	<u>-</u>	<u>105,056,144</u>	<u>271,449,345</u>

San Antonio River Improvements Project
Cost Estimate as of March 1, 2010
Funds Committed by Reach

	<u>Original ILA</u> <u>October 2006</u>	<u>Funding as Amended</u> <u>April 2007</u>	<u>Coop Agmt</u> <u>February 2009</u>	<u>Other Funding</u> <u>Commitments</u>	<u>Additions</u>	<u>Revised Total</u> <u>Project</u>
Park Reach						
Bexar County	-	-	1,593,565	2,000,000 ³	-	3,593,565
City of San Antonio	-	-	10,978,435	(1,023,979) ^{3,4}	-	9,954,456
Total Park Reach	<u>-</u>	<u>-</u>	<u>12,572,000</u>	<u>976,021</u>	<u>-</u>	<u>13,548,021</u>
Combined						
Bexar County	58,925,613	58,925,613	114,628,299	-	31,211,147	145,839,446
City of San Antonio	56,788,781	74,788,781	76,759,438	-	-	76,759,438
US Army Corps of Engineers	73,929,806	73,929,806	74,722,056	-	69,205,146	143,927,202
Private	7,750,486	7,750,486	11,261,486	-	-	11,261,486
San Antonio Water System	1,335,859	1,335,859	1,583,583	-	4,639,851	6,223,434
San Antonio River Authority	-	-	100,000	-	-	100,000
Total Combined Project	<u>\$ 198,730,545</u>	<u>\$ 216,730,545</u>	<u>\$ 279,054,862</u>	<u>\$ -</u>	<u>\$ 105,056,144</u>	<u>\$ 384,111,006</u>

3 2,000,000 Theo Street

4 976,021 Movement of surplus funds for overage of phase 1 Park Reach

**San Antonio River Improvements Project
Bexar County Cash Flows for Accelerated Schedule**

	Funds Spent	Fiscal Year (October through September)					Total
		2008/09	2009/10	2010/11	2011/12	2012/13	
Bexar County Visitor Tax							
Mission Reach	\$ 4,300,000	\$11,515,826	\$ 7,809,874	\$ 4,800,000	\$ 1,205,000	\$ -	\$ 29,630,700
Eagleland Reach	300,000	251,510	2,173,790	-	-	-	2,725,300
Total Visitor Tax	4,600,000	11,767,336	9,983,664	4,800,000	1,205,000	-	32,356,000
Bexar County Flood Tax							
Mission Reach	25,468,844	3,000,000	50,682,981	42,000,000	37,000,000	18,876,595	177,028,420
Eagleland Reach	1,400,000	697,992	-	-	-	-	2,097,992
Park Segment County Swap	-	1,600,000	-	-	-	-	1,600,000
Total Flood Tax	26,868,844	5,297,992	50,682,981	42,000,000	37,000,000	18,876,595	180,726,412
Total Bexar County Funds							
Mission Reach	29,768,844	14,515,826	58,492,855	46,800,000	38,205,000	18,876,595	206,659,120
Eagleland Reach	1,700,000	949,502	2,173,790	-	-	-	4,823,292
Park Segment County Swap	-	1,600,000	-	-	-	-	1,600,000
Total Funds	<u>\$31,468,844</u>	<u>\$17,065,328</u>	<u>\$60,666,645</u>	<u>\$46,800,000</u>	<u>\$38,205,000</u>	<u>\$18,876,595</u>	<u>\$213,082,412</u>